

FILED
BUSINESS
DIVISION

LAW OFFICES
CRIST, CRIST, GRIFFITHS, BRYANT, SCHULZ & BIORN
A PROFESSIONAL CORPORATION
850 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301
TELEPHONE (415) 321-8000

Mar 28 2 20 PM '80

ROBERT D. ZUMWALT
CLERK, SAN DIEGO CO.
CALIFORNIA

ATTORNEYS FOR Defendants Exidy, Inc., and Vectorbeam

F 3-451437
709 4256 5/23/80

15-00 HL
10-00 TL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CINEMATRONICS, INC.,
a California corporation,

Plaintiff,

v.

VECTORBEAM, a California
corporation; EXIDY, INCORPORATED,
a California corporation;
and DOES 1 through X, inclusive,

Defendants.

No. 451437

ANSWER TO COMPLAINT FOR
MONEY, DAMAGES, ACCOUNTING
AND INJUNCTION

PARTIAL FEE

Come now defendants, EXIDY, INC., and VECTORBEAM, and
in answer to the Complaint on file herein, admit, allege and
deny as follows:

FIRST CAUSE OF ACTION

I

Answering the allegations of Paragraph IV, these defendants
deny each and every allegation thereof.

II

Answering the allegations of Paragraph V, these defendants

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1 deny each and every allegation thereof.

2 III

3 Answering the allegations of Paragraph VII, these defendants
4 deny each and every allegation thereof.

5 IV

6 Answering the allegations of Paragraph VIII, these defendants
7 deny each and every allegation thereof.

8 V

9 In answering Paragraph VI, these answering defendants admit
10 the existence of said note referred to but deny each and every
11 other allegation contained thereof.

12 SECOND CAUSE OF ACTION

13 I

14 Answering the allegations of Paragraph I, these defendants
15 deny each and every allegation thereof.

16 II

17 Answering the allegations of Paragraph III, these defendants
18 deny each and every allegation thereof.

19 III

20 Answering Paragraph II, these answering defendants admit
21 that they executed said guarantee but deny each and every other
22 allegation contained thereof.

23 THIRD CAUSE OF ACTION

24 I

25 Answering the allegations of Paragraph I, these answering
26

1 defendants deny each and every allegation thereof.

2 II

3 Answering the allegations of Paragraph II, these answering
4 defendants deny each and every allegation thereof.

5 III

6 Answering the allegations of Paragraph IV, these answering
7 defendants deny each and every allegation thereof.

8 IV

9 Answering the allegations of Paragraph V, these answering
10 defendants deny each and every allegation thereof.

11 V

12 Answering the allegations of Paragraph VI, these answering
13 defendants deny each and every allegation thereof.

14 VI

15 Answering the allegations of Paragraph VII, these answering
16 defendants deny each and every allegation thereof.

17 VII

18 Answering the allegations of Paragraph VIII, these answering
19 defendants deny each and every allegation thereof.

20 VIII

21 Answering the allegations of Paragraph IX, these answering
22 defendants deny each and every allegation thereof.

23 IX

24 Answering the allegations of Paragraph X, these answering
25 defendants deny each and every allegation thereof.

26

1 X

2 Answering the allegations of Paragraph XI, these answering
3 defendants deny each and every allegation thereof.

4 XI

5 In answering Paragraph III, these answering defendants
6 admit the execution of the Mutual Cross-License and Royalty
7 Agreement but deny each and every other allegation contained
8 therein.

9 FIRST AFFIRMATIVE DEFENSE

10 As a First Affirmative Defense, these answering defendants
11 allege that the Complaint and each cause of action therein
12 fails to state facts sufficient to constitute a cause of action
13 against defendants.

14 SECOND AFFIRMATIVE DEFENSE

15 As a Second Affirmative Defense, these answering defendants
16 allege and incorporate by reference those matters set forth
17 more fully in their Cross-Complaint on file herein.

18 THIRD AFFIRMATIVE DEFENSE

19 As a Third Affirmative Defense, these answering defendants
20 allege that plaintiff's claims herein are unenforceable since
21 there was a failure of consideration in the underlying
22 obligations.

23 FOURTH AFFIRMATIVE DEFENSE

24 As a Fourth Affirmative Defense, these answering defendants
25 allege that plaintiff is not entitled to equitable relief in
26 this case since it has not dealt with defendants with clean hands.

1 FIFTH AFFIRMATIVE DEFENSE

2 As a Fifth Affirmative Defense, these answering defendants
3 allege that plaintiff has itself breached the agreements underlying
4 plaintiff's claims herein and said breaches relieve defendants
5 from the obligations and duties alleged by plaintiff.

6 WHEREFORE defendants pray judgment as follows:

- 7 1. That plaintiff's claims be dismissed.
8 2. That defendants be awarded reasonable attorney's fees
9 and costs in defending this action.
10 3. For such other and further relief as the Court deems
11 just and proper.

12 Dated: May 22, 1980.

13 CRIST, CRIST, GRIFFITHS,
14 BRYANT, SCHULZ & BIORN

15
16 By 
17 Robert E. Schulz

18 Attorneys for Defendants
19 Exidy, Inc., and Vectorbeam

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